

FUNDING COMMITMENT DECISION EXPLANATION: This entry may amplify the comments in the
"Funding Commitment Decision" area.

FUNDING COMMITMENT REPORT

Form 471 Application Number: 265728
Funding Request Number: 691591 Funding Status: Funded
Services Ordered: Telecommunications Service
SPIN: 143022844 Service Provider Name: Sierra Pacific Communications
Contract Number: 1001
Billing Account Number: 2002
Earliest Possible Effective Date of Discount: 07/01/2001
Contract Expiration Date: 01/18/2006
Pre-Discount Amount: \$79,200.00
Discount Percentage Approved by the SLD: 71%
Funding Commitment Decision: \$56,232.00 - FRN approved as submitted

470 Application Number:

Retrieved from SLD

Current status of form: NOT AVAILABLE

site: 06/01/2002 12:00:00 AM CST

FCC Form

Approval by OMB
3060-0806

470

Schools and Libraries Universal Service Description of Services Requested and Certification Form

Estimated Average Burden Hours Per Response: 4.0 hours

This form is designed to help you describe the eligible telecommunications-related services you seek so that this data can be posted on the Fund Administrator website and interested service providers can identify you as a potential customer and compete to serve you.

Please read instructions before beginning this application.

(To be completed by entity that will negotiate with providers.)

Block 1: Applicant Address and Identifications

Form 470 Application Number: 587520000369774

Applicant's Form Identifier: 7-2002

Application Status: CERTIFIED

Posting Date: 10/10/2001

Allowable Contract Date: 11/07/2001

Certification Received Date: 10/12/2001

1. Name of Applicant:

CLARK COUNTY SCHOOL DISTRICT

2. Funding Year:

07/01/2002 - 06/30/2003

3. Your Entity Number

143411

4a. Applicant's Street Address, P.O.Box, or Route Number

2832 EAST FLAMINGO ROAD

City

LAS VEGAS

State

NV

Zip Code

89121-5205

b. Telephone number

ext.

(702) 799- 5417

320

c. Fax number

(702) 799- 0277

d. E-mail Address

chipper@nevada.edu

5. Type Of Applicant

- ☐ Individual School (individual public or non-public school)
- ☐ School District (LEA; public or non-public [e.g., diocesan] local district representing multiple schools)
- ☐ Library (including library system, library branch, or library consortium applying as a library)
- ☐ Consortium (intermediate service agencies, states, state networks, special consortia)

6a. Contact Person's Name: Bruce Daley

First, fill in every item of the Contact Person's information below that is different from Item 4, above.

Then check the box next to the preferred mode of contact. (At least one box **MUST** be checked.)

6b. Street Address, P.O.Box, or Route Number

☒ 2832 EAST FLAMINGO ROAD

City

LAS VEGAS

State

NV

Zip Code

89121-5205

☒ 6c. Telephone Number (702) 799- 5417

☒ 6d. Fax Number (702) 799- 0277

☒ 6e. E-mail Address chipper@nevada.edu

Block 2: Summary Description of Needs or Services Requested

7 This Form 470 describes (check all that apply):

a. ☐ Tariffed services - telecommunications services, purchased at regulated prices, for which the applicant has no signed, written contract. A new Form 470 must be filed for tariffed services for each funding year.

b. ☐ Month-to-month services for which the applicant has no signed, written contract. A new Form 470 must be filed for these services for each funding year.

c. ☒ Services for which a new written contract is sought for the funding year in Item 2.

d. ☐ A multi-year contract signed on or before 7/10/97 but for which no Form 470 has been filed in a previous program year.

NOTE: Services that are covered by a signed, written contract executed pursuant to posting of a Form 470 in a previous program year OR a contract signed on/before 7/10/97 and reported on a Form 470 in a previous year as an existing contract do NOT require filing of a Form 470.

What kinds of service are you seeking: Telecommunications Services, Internet Access, or Internal Connections? Refer to the Eligible Services List at www.sl.universalservice.org for examples. Check the relevant category or categories (8, 9, and/or 10 below), and answer the questions in each category you select.

8 ☒ Telecommunications Services

Do you have a Request for Proposal (RFP) that specifies the services you are seeking ?

a. ☒ YES, I have an RFP. It is available on the Web at or via (check one):

☐ the Contact Person in Item 6 or ☐ the contact listed in Item 11.

b. ☒ NO, I do not have an RFP for these services.

If you answered NO, you must list below the Telecommunications Services you seek. Specify each service or function (e.g., local voice service) and quantity and/or capacity(e.g., 20 existing lines plus 10 new ones). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Telecommunications Services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Add additional lines if needed.

Service or Function:	Quantity and/or Capacity:
Point-To-Point fiber optic infrastructure to support the Clark County School District Wide Area Network to be leased from eligible telecommunications service provider that acts on a common carriage basis.	265 Schools, 23 Administration Offices, other sites. Numbers are approx. New schools projected are in addition to stated quantities for future years

9 ☒ Internet Access

Do you have a Request for Proposal (RFP) that specifies the services you are seeking ?

a ☒ **YES**, I have an RFP. It is available on the Web at or via (check one):
☐ the Contact Person in Item 6 or ☐ the contact listed in Item 11.

b ☒ **NO**, I do not have an RFP for these services.

If you answered NO, you must list below the Internet Access Services you seek. Specify each service or function (e.g., monthly Internet service) and quantity and/or capacity(e.g., for 500 users). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Internet Access services. Add additional lines if needed.

Service or Function:

Point-to-Point fiber optic infrastructure to support the Clark County School District Wide Area Network to be leased from eligible telecommunications service provider that acts on a common carriage basis.

Quantity and/or Capacity:

265 Schools, 23 Administration sites, other sites. Numbers are approx. New schools to be added in the future.

10 ☐ Internal Connections

Do you have a Request for Proposal (RFP) that specifies the services you are seeking ?

a ☒ **YES**, I have an RFP. It is available on the Web at or via (check one):
☐ the Contact Person in Item 6 or ☐ the contact listed in Item 11.

b ☒ **NO**, I do not have an RFP for these services.

If you answered NO, you must list below the Internal Connections Services you seek. Specify each service or function (e.g., local area network) and quantity and/or capacity(e.g., connecting 10 rooms and 300 computers at 56kbps or better). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Internal Connections services. Add additional lines if needed.

11 (Optional) Please name the person on your staff or project who can provide additional technical details or answer specific questions from service providers about the services you are seeking. This need not be the contact person listed in Item 6 nor the signer of this form.

Name:

Bruce Daley

Title:

Coordinator, Technology Development Serv

Telephone number

(702) 799 - 5417 extn: 320

Fax number

(702) 799 - 0277

E-mail Address

chipper@nevada.edu

12. ☒ Check here if there are any restrictions imposed by state or local laws or regulations on how or when providers may contact you or on other bidding procedures. Please describe below any such restrictions or procedures, and/or provide Web address where they are posted and a contact name and telephone number for service providers without Internet access.

State of Nevada Revised Statutes, Clark County School District Rules and Regulations

13. If you intend to enter into a multi-year contract based on this posting or a contract featuring an option for voluntary extensions you may provide that information below. If you have plans to purchase additional

services in future years, or expect to seek new contracts for existing services, summarize below (including the likely timeframes).

Over the next ten years, the CCSD anticipates the addition of approximately 10-12 new schools per year, which are included in this application

Block 3: Technology Assessment

14. ☐ Basic telephone service only: If your application is for basic local and long distance telephone service (wireline or wireless) only, check this box and skip to Item 16.

15. Although the following services and facilities are ineligible for support, they are usually necessary to make effective use of the eligible services requested in this application. Unless you indicated in Item 14 that your application is ONLY for basic telephone service, you must check at least one box in (a) through (e). You may provide details for purchases being sought.

a. Desktop software: Software required ☐ has been purchased; and/or ☒ is being sought.

b. Electrical systems: ☒ adequate electrical capacity is in place or has already been arranged; and/or ☐ upgrading for additional electrical capacity is being sought.

c. Computers: a sufficient quantity of computers ☐ has been purchased; and/or ☒ is being sought.

d. Computer hardware maintenance: adequate arrangements ☐ have been made; and/or ☒ are being sought.

e. Staff development: ☐ all staff have had an appropriate level of training /additional training has already been scheduled; and/or ☒ training is being sought.

f. Additional details: Use this space to provide additional details to help providers to identify the services you desire.

Purpose of this application is for point to point fiber optic infrastructure to support the Clark County School District Wide Area Network. The network shall interconnect as many schools as possible. RFP will be available in the near future. Services must be from an eligible telecommunications carrier acting on a common carriage basis. Contract will be awarded in multiple phases. Further information can be obtained by contacting Bruce Daley, Clark County School District, 2832 East Flamingo Road, Las Vegas, NV 89121.

Block 4: Recipients of Service

16. Eligible Entities That Will Receive Services:

Check the ONE choice (a,b or c) that best describes this application and the eligible entities that will receive the services described in this application. You will then list in Item 17 the entity/entities that will pay the bills for these services.

a. ☒ Individual school or single-site library.

b. ☒ Statewide application for (enter 2-letter state code) **NV** representing (check all that apply):

☐ All public schools/districts in the state:

☐ All non-public schools in the state:

☐ All libraries in the state:

If your statewide application includes INELIGIBLE entities, check here. ☐ If checked, complete Item 18.

c. ☒ School district, library system, or consortium application to serve multiple eligible entities:

Number of eligible sites	280
<i>For these eligible sites, please provide the following</i>	
Area Codes (list each unique area code)	Prefixes associated with each area code (first 3 digits of phone number) separate with commas, leave no spaces
702	346, 394, 397, 398, 799, 864, 865
If your application includes INELIGIBLE entities, check here. <input type="checkbox"/> If checked, complete Item 18.	

17. Billed Entities

List the entity/entities that will be paying the bills directly to the provider for the services requested in this application. These are known as Billed Entities. At least one line of this item must be completed. Attach additional sheets if necessary.

Entity	Entity Number
CLARK COUNTY SCHOOL DISTRICT	143411

18. Ineligible Participating Entities

Does your application also seek bids on services to entities that are not eligible for the Universal Service Program? If so, list those entities here (attach pages if needed):

Ineligible Participating Entity	Area Code	Prefix
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Block 5: Certification and Signature

19. The applicant includes:(Check one or both)

- a. ☒ schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. Secs. 7801(18) and (38), that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or
- b. ☐ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any school (including, but not limited to elementary and secondary schools, colleges and universities).

20. All of the individual schools, libraries, and library consortia receiving services under this application are covered by:

- a. ☒ individual technology plans for using the services requested in the application, and/or
- b. ☒ higher-level technology plans for using the services requested in the application, or

c. ☐ no technology plan needed; application requests basic local and/or long distance telephone service only.

21. Status of technology plans (if representing multiple entities with mixed technology plan status, check both a and b):

a. ☒ technology plan(s) has/have been approved by a state or other authorized body.

b. ☐ technology plan(s) will be approved by a state or other authorized body.

c. ☐ no technology plan needed; application requests basic local and long distance telephone service only.

22. ☒ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value.

23. ☒ I recognize that support under this support mechanism is conditional upon the school(s) or library (ies) I represent securing access to all of the resources, including computers, training, software, maintenance, and electrical connections necessary to use the services purchased effectively.

24. ☒ I certify that I am authorized to submit this request on behalf of the above-named entities, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

25. Signature of authorized person: ☒

26. Date (mm/dd/yyyy): 10/10/2001

27. Printed name of authorized person: Walt Rullfes

28. Title or position of authorized person: Deputy Superintendent

29a. Address of authorized person:

City: State: Zip:

29b. Telephone number of authorized person: (702) 799 - 5445

29c. Fax number of authorized person: ()

29d. E-mail address number of authorized person:

Persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

Service provider involvement with preparation or certification of a Form 470 can taint the competitive bidding process and result in the denial of funding requests. For more information, refer to the "Service Provider Role in Assisting Customers" at www.sl.universalservice.org/vendor/manual/chapter5.doc or call the Client Service Bureau at 1-888-203-8100.

NOTICE: Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of a FCC statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form or in response to subsequent inquiries may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.

If you owe a past due debt to the federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

Please submit this form to:

**SLD-Form 470
P.O. Box 7026
Lawrence, Kansas 66044-7026
1-888-203-8100**

For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to:

**SLD-Form 470
c/o Ms. Smith
3833 Greenway Drive
Lawrence, Kansas 66046
1-888-203-8100**

FCC Form 470
May 2003

AGREEMENT FOR Contract No. 2037 TRN WIDE AREA NETWORK

This Agreement is made and entered into this 15 day of January 2002, with an effective date of January __, 2002, by and between Clark County School District, a political subdivision of the State of Nevada, hereinafter called the "DISTRICT" and, Cox Nevada Telecom, LLC, dba Cox Business Services hereinafter called the "SUPPLIER".

WITNESSETH:

WHEREAS the SUPPLIER has the personnel and resources necessary to provide all materials, equipment, and labor to provide the District with a Leased Fiber Optical Wide Area Network.

WHEREAS, SUPPLIER has the required licenses and/or authorizations pursuant to all Federal, State of Nevada and Local Laws in order to conduct business relative to this Agreement.

NOW, THEREFORE, DISTRICT and SUPPLIER agree as follows:

SECTION 1: RESPONSIBILITY OF SUPPLIER

A. It is understood that SUPPLIER shall provide and install fiber optic cable for a leased WIDE AREA NETWORK as required by the DISTRICT. Specifically, SUPPLIER shall design and construct the fiber network as set forth in Part 6 of the RFP dated November 14, 2001 on a schedule approved by the DISTRICT. SUPPLIER shall not be responsible for the acquisition, installation or activation of any equipment necessary for transmission over the Wide Area Network. In the performance of the services herein provided for, SUPPLIER shall be, and is, an independent SUPPLIER, and is not an agent or employee of DISTRICT and shall furnish such services in its own manner and method except as required by this Agreement. Further, SUPPLIER has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by SUPPLIER in the performance of the services hereunder. SUPPLIER shall be solely responsible for, and shall indemnify, defend and save DISTRICT harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

B. The SUPPLIER acknowledges that SUPPLIER and any subcontractors, agents or employees employed by SUPPLIER shall not, under any circumstances, be considered employees of the DISTRICT, and that they shall not be entitled to any of the benefits or rights afforded employees of DISTRICT, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. DISTRICT will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of SUPPLIER or any of its officers, employees or other agents.

Clark County School District
Bruce Daley
2832 E. Flamingo Road
Las Vegas, NV 89121
Ph. 702-799-5417 Ext. 321
Billed Entity Number: 143411
Applicants Form Identifier: 7-2002

C. SUPPLIER shall appoint a Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by SUPPLIER's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of SUPPLIER be unable to complete his or her responsibility for any reason, the SUPPLIER will replace him or her with a qualified person. If SUPPLIER fails to make a required replacement that is suitable to the DISTRICT within ten (10) days, DISTRICT may terminate this Agreement for default.

D. The SUPPLIER agrees that its officers and employees will cooperate with the DISTRICT in the performance of services under this Agreement and will be available for consultation with DISTRICT at such reasonable times with advance notice as to not conflict with their other responsibilities.

E. SUPPLIER has or will retain such employees, as it may need to perform the services required by this Agreement.

F. The rights and remedies of the DISTRICT provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Agreement.

G. Services to be performed by the SUPPLIER for the WORK shall consist of the scope of services described in the Special Conditions, General Terms and Conditions, Scope of Work, Operations & Maintenance, Addendum #1 and offers of service as indicated in the SUPPLIER's proposal response as set forth in this Agreement, attached hereto. RFP# #2037 TRN, dated November 16, 2001 in its entirety is incorporated into and made part of this Agreement.

H. SUPPLIER agrees to meet and confer with DISTRICT to establish a mutually agreed upon migration plan for the conversion of schools for the use of Services provided by SUPPLIER. The Parties mutually agree to establish a conversion plan that is both technically and economically feasible. SUPPLIER's failure to adhere to the conversion plan shall not be deemed a material violation of the Agreement unless such failure results solely from the acts of the SUPPLIER.

I. SUPPLIER shall at all times be in compliance with all laws and governmental regulations. In particular, SUPPLIER shall comply with FCC and Universal Service Administrative Corp. rules and policies governing the E-rate program in order to fulfill the purposes of this contract. SUPPLIER warrants that it will have all necessary governmental authorizations to perform the WORK under this Agreement.

J. Most Favored Partners: If during the term of this Agreement, SUPPLIER, or any SUPPLIER affiliates offers any service or substantially similar service to any Customer other than DISTRICT for a charge that is less than the applicable price for the service that corresponds to the service offered by SUPPLIER to DISTRICT, then SUPPLIER shall offer such service to DISTRICT at terms, conditions, and prices no less favorable than those offered to the other customers.

K. If SUPPLIER receives any discounts, rebates, and or credits from either the Schools Library Division, or any regulatory body, or under any tax legislation or program specifically pertaining to the Services provided to DISTRICT by Supplier herein, then Supplier shall apply one-half (1/2) such discounts, rebates and/or credits to the monthly invoices submitted to the DISTRICT from the Supplier.

L. Supplier warrants that this service offering is not, and will not be, tariffed at a state public utility commission or at the FCC. If the law or regulations that affect this warranty change in the future, the parties agree to renegotiate this Agreement in order to conform with the new law or regulation, while preserving, as much as possible, the original terms of this Agreement.

SECTION 2 : RESPONSIBILITY OF DISTRICT

A. The DISTRICT agrees that its officers and employees will cooperate with SUPPLIER in the performance of services under this Agreement and will be available for consultation with SUPPLIER at such reasonable times with advance notice as to not conflict with their other responsibilities.

B. The services performed by SUPPLIER under this Agreement shall be subject to review for compliance with the terms of this Agreement by the DISTRICT's representative, Thomas R Nacos, telephone number (702) 799-5225 ext. 281 or their designee. DISTRICT's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform SUPPLIER by written notice before the effective date of each such delegation.

SECTION 3 : CHANGES TO SCOPE OF WORK

No services for which an additional compensation will be charged by the SUPPLIER shall be furnished without the written authorization of the DISTRICT.

SECTION 4 : COMPENSATION AND TERMS OF PAYMENT.

A. DISTRICT shall apply annually to the School and Libraries Division, "SLD" each year of the contract for E-rate funding and shall designate SUPPLIER as its provider of Services. SUPPLIER shall assist DISTRICT with the completion of its application, if so requested. DISTRICT acknowledges that increases and decreases in funding for Services are expected from the SLD and DISTRICT acknowledges that it shall be liable for the full amount contracted for herein, regardless of funding received from the SLD. In its application for funding DISTRICT may certify that SUPPLIER is a common carrier legally authorized to provide the Services requested hereunder by the Public Utility Commission of Nevada. SUPPLIER represents and warrants that if DISTRICT is denied E-rate funding solely due to SUPPLIER's eligibility to receive E-rate funds for any reason whatsoever, then SUPPLIER shall deduct from the DISTRICT's monthly invoice that portion of the Service and/or lease fees that the DISTRICT would have received from the SLD but for SUPPLIER's ineligibility. If the DISTRICT is denied SLD funding for any reason other than the eligibility of the SUPPLIER, then the DISTRICT shall not be released from its financial obligations set forth herein. Upon DISTRICT's receipt of the Funding Commitment Decision Letter, DISTRICT shall file Form 486 with the SLD. Upon DISTRICT's proof of such filing, SUPPLIER shall submit a request for E-rate reimbursement from the SLD for the Services rendered to date and shall remit to the DISTRICT, via an offset in the future monthly invoices, the amount received by SUPPLIER from the SLD for the annual E-rate fund.

B. Billing Disputes. Any billings reasonably disputed by the DISTRICT will be set aside for a period not to exceed ninety (90) days from the invoice due date to investigate the claim. All other undisputed charges will be paid with the prescribed period of time. The DISTRICT will submit documentation

Clark County School District

Bruce Daley

2832 E. Flamingo Road

Las Vegas, NV 89121

Ph. 702-799-5417 Ext. 321

Billed Entity Number: 143411

Applicants Form Identifier: 7-2002

substantiating its position and will meet with the SUPPLIER to resolve the dispute. Both parties will investigate the merits of the dispute and will work in good faith to resolve claims. In the event a mutual agreement cannot be reached the provisions for dispute resolutions shall be initiated as prescribed in this agreement.

C. Monthly billing for Services may commence after meeting the requirements as set forth in Part 6 of the RFP date November 16, 2001. On the first day of the month following acceptance of Service at each location, SUPPLIER shall invoice DISTRICT for the total value of Services from the date of acceptance and for the subsequent month. All amounts stated on each invoice for monthly recurring charges, nonrecurring charges, and all other fees or charges accrued pursuant to this Agreement, are due and payable, (excepting disputed billings) by DISTRICT within forty-five (45) days from the receipt of invoice ("Due Date"). DISTRICT agrees to remit payment to SUPPLIER at the remittance address set forth in the invoice. In the event DISTRICT fails to make full payment of the undisputed amounts to the proper address by the Due Date, DISTRICT shall be subjected to a late penalty of \$10.00 per location, per day commencing on the fifty second (52) day that all non-disputed charges remain unpaid.

D. DISTRICT shall subtract from any payment made to SUPPLIER all damages, costs and expenses caused by SUPPLIER's negligence.

E. Invoices shall be submitted to: Clark County School District
2832 East Flamingo Road
Las Vegas NV, 89121
Or other designated locations

F. DISTRICT'S FISCAL LIMITATIONS DISTRICT's total liability for all charges for services, which may become due under this Agreement, is limited to the total maximum expenditure(s) authorized by the DISTRICT by virtue of Notices to Proceed for the WORK.

G. Notwithstanding the foregoing, DISTRICT shall pay any federal, state or local use, gross receipts, franchise fees, excise, sales or privilege taxes (other than income, real or personal property taxes of SUPPLIER), governmental fees that the government agency specifically requires the SUPPLIER to pass through to the DISTRICT (collectively "Tax or Taxes") in connection with the Service furnished by SUPPLIER in addition to other charges owed to SUPPLIER under this Agreement. Taxes, if any, shall be invoiced to DISTRICT on a monthly basis together with other charges under this Agreement and shall be due and payable as provided under this Agreement.

In the event DISTRICT believes that, with respect to the Service provided hereunder, DISTRICT is Tax exempt, DISTRICT shall submit to SUPPLIER written verification of DISTRICT's Tax exempt status including exemption certifications acceptable to DISTRICT and to the relevant jurisdiction imposing Taxes evidencing that DISTRICT has been granted a tax exemption. DISTRICT shall be responsible for maintaining its Tax exempt status and if such status should change during the Term of this Agreement, DISTRICT shall be responsible for providing SUPPLIER with written notice of such change in DISTRICT's taxable status and DISTRICT shall indemnify SUPPLIER for its failure to provide SUPPLIER with correct tax exempt certificates.

Clark County School District
Bruce Daley
2832 E. Flamingo Road
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SECTION 5: SUBCONTRACTS

A. Services specified by this Agreement shall not be subcontracted by the SUPPLIER without prior written approval of DISTRICT.

B. Approval by DISTRICT of SUPPLIER's request to subcontract or acceptance of or payment for subcontracted work by DISTRICT shall not in any way relieve SUPPLIER of responsibility for the professional and technical accuracy and adequacy of the work. SUPPLIER shall be and remain liable for all damages to DISTRICT caused by negligent performance or non-performance of work under this Agreement by SUPPLIER's subcontractor or its sub-subcontractor.

SECTION 6: TERMINATION DISTRICT AND SUPPLIER

1. Article XIII of Part 9 of the General Terms and Conditions, shall only apply to the initial construction phase and subsequent construction activities authorized by the DISTRICT. The DISTRICT's right to terminate activities after the acceptance of the WORK during the initial 11 year lease period and subsequent renewal periods is limited to the following conditions:

- A. The DISTRICT's ability to pay for services as limited by annual appropriations for this purpose as approved by the Board of School Trustees. Under no circumstances will appropriations be withheld for the sole purpose of dissolving this Agreement with the Supplier or to replace these same services with that of any competitor's like services. If funds are not appropriated the DISTRICT shall provide 90 days written notice prior to the required termination service date.
- B. In the event that the Wide Area Network does not provide the specified service levels for an amount of 99% of the time during any continuous thirty (30) day period, due to the fault of Supplier the DISTRICT will serve notice of unsatisfactory performance in the form of an incident report. The SUPPLIER shall have 15 days to take corrective action to restore the affected portion of the network to its specified operating level. In the event that two or more incidents of unsatisfactory performance occur within 365 days the DISTRICT will classify the incidents as a breach of performance. The DISTRICT reserves the right to terminate service in whole or part but not until every reasonable option has been afforded to the SUPPLIER to correct the breach. Upon determining that the SUPPLIER is unable to remedy the breach the DISTRICT may issue a termination notice for services, in whole or part, providing a minimum of 90-days of notice.

2. Upon termination of services for either of the aforementioned causes the DISTRICT will pay SUPPLIER that portion of the compensation, which has been earned as of the effective date of termination. No amount shall be allowed for anticipated profit, lost revenues, or other claims relating to this termination.

3. Upon termination for default the DISTRICT will pay SUPPLIER that portion of the compensation which has been earned as of the effective date of termination but:

- a. no amount shall be allowed for anticipated profit on performed or unperformed services or other work; and

- b. any payment due to the SUPPLIER at the time of termination may be adjusted to the extent of any additional costs occasioned to the DISTRICT by reason of the SUPPLIER's default

4. Upon receipt or delivery by SUPPLIER of a termination notice, the SUPPLIER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the DISTRICT's representative, copies of all deliverables.

5. The rights and remedies of the DISTRICT and the SUPPLIER provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

6. Termination by SUPPLIER is limited to the following: If DISTRICT fails to make payment as specified, and if such failure continues for thirty (30) days after SUPPLIER gives written notice to DISTRICT of same, then SUPPLIER, at its sole option, may elect to pursue one or more of the following courses of action: (I) terminate this Agreement whereupon all sums then due and payable shall become immediately due; (II) suspend all or any part of Service, and/or (III) pursue any other remedies as may be provided at law or in equity.

SECTION 7: INSURANCE REQUIREMENTS

The SUPPLIER shall be responsible for maintaining insurance coverage in force for the life of the contract anticipated by this RFP as prescribed in the General Conditions of the RFP dated November 14, 2001.

SECTION 8: MISCELLANEOUS PROVISIONS

A. COVENANT: The SUPPLIER covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement further covenants, to its knowledge and ability, that in performance of said services no person having any such interest shall be employed.

B. ASSIGNMENT: Any attempt by SUPPLIER to assign or otherwise transfer any interest in this Agreement without the prior written consent of the DISTRICT shall be void. The DISTRICT shall not unreasonably withhold consent.

C. GOVERNING LAW: Nevada law shall govern the interpretation of this Agreement.

D. INDEMNITY: The SUPPLIER agrees to indemnify and hold harmless the DISTRICT, and its officers and its employees, from and against all liability, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss, or damage, which arises out of the work to be performed under this Agreement, if such injury, loss, or damage is due to the negligence of the SUPPLIER, any subcontractor of the SUPPLIER, or any officer, employee, or agent of the SUPPLIER.

The DISTRICT agrees to indemnify and hold the SUPPLIER and its officers and its employees harmless from and against any and all liability, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss, or damage, which arises out of the work to be performed under this

Clark County School District

Bruce Daley

2832 E. Flamingo Road

Las Vegas, NV 89121

Ph. 702-799-5417 Ext. 321

Billed Entity Number: 143411

Applicants Form Identifier: 7-2002

Agreement, if such injury, loss, or damage is due to the negligence of the DISTRICT or any officer or employee of the DISTRICT, subject to the provisions of NRS Chapter 41, including but not limited to NRS 41.035.

The obligation of this section shall not apply to damages for which the DISTRICT is/ or shall become liable by final judgment to pay to a third party as the result of the negligence of the DISTRICT. Nothing herein shall constitute a waiver by the DISTRICT of any and all rights and privileges under any governmental immunity act or related statute.

E. TERM OF AGREEMENT AND RENEWALS: DISTRICT agrees to retain SUPPLIER for the period of the initial agreed upon lease period, which is Eleven (11) years, in the amount \$885 per month, per site, subject to the provisions of this RFP. During this period, and any subsequent renewal periods, SUPPLIER agrees to provide services as required by DISTRICT within the scope of this Agreement. DISTRICT reserves the right to unilaterally exercise the renewal options for any or all groupings of sites at its discretion. DISTRICT reserves the right to select any of the renewal options for services listed at the following monthly rates: 5 years @ \$1,003 per site, 7 years @ \$746 per site, 10 years @ \$629 per site, or 11 years @ \$620 per site, as provided for in the SUPPLIER's proposal response and subsequent negotiated offer. DISTRICT shall provide the SUPPLIER written notice Ninety (90) days prior to the initial lease termination date to inform it of its intent to renew and or cancel service. Failure by the District to notify the Supplier of its intent to terminate or renew the lease shall not be interpreted as a cancellation notice.

F. CONFIDENTIAL TREATMENT OF INFORMATION: SUPPLIER shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement.

G. INTELLECTUAL PROPERTY: Any drawings, written reports or other works made by the SUPPLIER shall be considered works for hire and become the property of the DISTRICT. Any such works shall not be stamped with the SUPPLIER's proprietary markings.

H. ATTORNEY'S FEES: The parties agree that in the event of a dispute, each party will bear its own costs of litigation and attorneys' fees.

I. DISPUTE RESOLUTION: ANY controversy or claim arising out of or related to the contract, or the breach thereof shall be settled by arbitration, unless the DISTRICT, at its sole option, rejects arbitration by so notifying the SUPPLIER. If the DISTRICT rejects arbitration, the SUPPLIER shall have thirty days from the date of the receipt of the notice of rejection to commence litigation by the service of a summons and complaint upon the DISTRICT. Failure to effect service upon the DISTRICT within said time period shall act as a bar to litigation of the claim, which was the subject of the rejects for arbitration. If the matter is arbitrated, the DISTRICT shall designate whether the rules of the American Arbitration Association or the rules of the Nevada Arbitration Association shall apply. Judgment upon such awards may be entered by Nevada courts. The parties agree that no attorneys' fees may be awarded by any arbitrator in any case. The parties agree that in the event of a dispute, each party will bear its own cost of litigation and attorneys' fees.

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J. FORCE MAJEURE: Neither party shall be liable for failure or delay in performance under any contract anticipated by this order due in whole or in part to an act of God, strike, lockout or other labor dispute, civil commotion, sabotage, fire, flood, explosion, acts of any government, unforeseen shortages or unavailability of fuel, power, transportation, raw materials or supplies, inability to obtain or delay in obtaining governmental approvals, permits, licenses or allocations, and any other causes which are not within such party's reasonable control, whether or not the kind specifically enumerated above. During any period of SUPPLIER's inability to perform, DISTRICT may acquire from others, without incurring liability to SUPPLIER, said goods or services.

K. USE BY OTHER GOVERNMENT ENTITIES: Nevada Revised Statutes 332.195 states that local governments and the State of Nevada may use the contracts of other local governments within Nevada, if approved by the SUPPLIER. The local government that originally awarded the contract is not liable for the obligations of the local government, which uses the contract.

L. NON-ENDORSEMENT: As a result of the selection of a SUPPLIER to supply services, DISTRICT is neither endorsing nor suggesting that the SUPPLIER's service is the best or only solution. The SUPPLIER agrees to make no reference to DISTRICT or Clark County in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of DISTRICT

M. RECORDS: Records shall be maintained as required by the successful SUPPLIER in compliance with applicable municipal, federal or state laws, ordinances, codes, and as prescribed by DISTRICT. At any time during normal business hours and as DISTRICT may deem necessary, there shall be made available to DISTRICT for examination all of SUPPLIER's records with respect to all matters covered by any subsequent agreement. DISTRICT may audit, examine and/or make excerpts or transcripts from such records including, but not limited to, invoices, materials, payrolls, records of personnel, conditions of employment or any other data as may be pertinent.

N. COMPLIANCE WITH LAW: The SUPPLIER shall comply with all applicable federal, state and local statutes, regulations, ordinances, or other legal requirements that apply.

O. NOTICE: Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO DISTRICT:
Clark County School District
Purchasing Dept
4212 Eucalyptus Ave
Las Vegas, NV 891110
Attn: Bramby Tollen

TO SUPPLIER:
Cox Nevada Telecom, LLC,
dba Cox Business Services
706 Valle Verde
Henderson, NV 89014
ATTN : Mary Alice Nielson

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year written below.

DISTRICT: CLARK COUNTY SCHOOL DISTRICT

for By: [Signature] Business Mgr. DATE 1-15-02
Deputy Superintendent of Operations
Dr. Walt Rulffes

Supplier Name: Cox Nevada Telecom, LLC, dba Cox Business Services

Address 706 Valle Verde, Henderson, NV 89014

Phone # 702-435-4600 Fax# 702-435-4600

Fed Tax ID # _____

BY: Mary Alice Nielson Date 1.15.02

Print Name Mary Alice Nielson Title Vice President - General Manager

APPROVED AS TO FORM: [Signature] Date: 1/15/02
General Counsel: C.W. Hoffman, Jr.

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